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12 Plaintiff in *Pro Per*

13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**  
15

16 EDWARD “COACH” WEINHAUS,  
17 Plaintiff,  
18 v.  
19 REGENTS OF THE UNIVERSITY OF  
CALIFORNIA,  
20 Defendant.  
21

Case No. 2:25-cv-00262 JFW (ASx)

**JOINT STATEMENT OF LOCAL  
RULE 7-3 CONFERENCE**

Judge: John F. Walter  
Mag. Judge: Alka Sagar  
Crtrm.: 7A  
Trial Date: Not Set

22  
23 Plaintiff Edward “Coach” Weinhaus (“Plaintiff”) and Defendant The Regents  
24 of the University of California (“Defendant”) (collectively, the “Parties”) hereby  
25 submit this Joint Statement of Conference regarding Defendant’s Motion to Dismiss  
26 in compliance with Local Rule 7-3 and Paragraph 5(b) of this Court’s Standing  
27 Order:

28 1. Counsel for the Parties initially met and conferred regarding

1 Defendant's intent to move to dismiss Plaintiff's initial Complaint on March 6,  
2 2025. After meeting and conferring, Plaintiff agreed to file an amended Complaint,  
3 which he did on May 1, 2025.

4 2. Counsel for the Parties met and conferred regarding Defendant's intent  
5 to move to dismiss Plaintiff's Amended Complaint on May 9, 2025. Counsel for  
6 Defendant is located in the Southern District of California, and Plaintiff is based out  
7 of Missouri (at the time of this conference, Plaintiff was in England). Accordingly,  
8 the Parties met and conferred via teleconference, which lasted approximately an  
9 hour.

10 3. On May 6, counsel for Defendant provided a written outline of the  
11 arguments Defendant anticipated making via the Motion to Dismiss, as well as the  
12 legal authorities in support. (**Exhibit A** to this Joint Statement.) Defendant's  
13 written outline stated "Our arguments are largely similar to our original motion."  
14 Defendant has already provided Plaintiff with a copy of what would have been  
15 Defendant's initial motion to dismiss. The same day, Plaintiff responded and  
16 indicated his points of disagreement. (*Id.*)

17 4. During the May 9 teleconference, the Parties discussed the following  
18 positions:

19 a. **Discrimination Claims (First Through Fourth Causes of**  
20 **Action)**

21 i. **Defendant's Position:** Plaintiff's First and Second causes  
22 of action for Discrimination in Violation of Title VII were not timely filed, as  
23 Plaintiff failed to file a civil complaint within 90 days of receiving his first right-to-  
24 sue notice from the Equal Employment Opportunity Commission, as required. *See*  
25 42 U.S.C.A. § 2000e-5(f)(1); *Cleveland v. Douglas Aircraft Co.*, 509 F.2d 1027,  
26 1030 (9th Cir. 1975) (overruled on other grounds by *Valenzuela v. Kraft, Inc.*, 801  
27 F.2d 1170 (9th Cir. 1986) (90-day limitations period begins to run after issuance of  
28 the first EEOC letter).)

1 Defendant understands Plaintiff's position to be that *Sperling v. Werner*  
2 *Enterprises*, 2011 U.S. Dist. LEXIS 116705, 2011 WL 470946 (D. Ariz. Oct. 7,  
3 2011), an unpublished case from the District of Arizona analyzing the timeliness of  
4 multiple EEOC charges but not multiple right to sue notices, should control the  
5 outcome of this issue.

6 ii. Plaintiff's position: Plaintiff informed Defendant there are  
7 multiple cases for the proposition that multiple letters that are valid do not tie the  
8 Plaintiff to the date of the first one sent. Plaintiff also pointed out that the *Cleveland*  
9 case they cited was not applicable due to the circumstances particular to it,  
10 particularly that the second letter had no valid basis. Defendants do not make that  
11 claim here.

12 iii. Defendant's Position: Plaintiff did not allege facts  
13 sufficient to support his First through Fourth causes of action for Discrimination in  
14 Violation of Title VII and the California Fair Employment and Housing Act  
15 ("FEHA") as required by *Bell Alt. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) and  
16 *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). First, the documents Plaintiff  
17 incorporates by reference make no reference to the allegedly discriminatory  
18 comments and do not give rise to a plausible claim of discrimination. Second,  
19 Plaintiff's allegations of discrimination are directly contradicted by other allegations  
20 in his Complaint which provide a non-discriminatory and plausible basis for  
21 Defendant's employment actions.

22 Defendant understands Plaintiff's position to be that the discrimination  
23 allegations are plausibly alleged and that he will object to Defendant introducing the  
24 actual performance evaluations incorporated by reference throughout his amended  
25 complaint as inappropriate on a Rule 12 motion and that he would seek conversion  
26 to a motion for summary judgment. Defendant provided Plaintiff with citation to  
27 *U.S. v. Ritchie*, 342 F.3d 903, 907-08 (9th Cir. 2003) for the established premise that  
28 a court may consider documents incorporated by reference without converting the

1 motion to dismiss into a motion for summary judgment.

2 iv. Plaintiff's Position:

3 (1) The First Amended Complaints adequately state a  
4 basis for discrimination, including the direct reliance on discriminating statements.  
5 Defendants' position that "there are other reasons" does not reflect the law – those  
6 reasons must be lawful and not wrongful. The First Amended Complaint goes to  
7 some significant length to show that the 'other reasons are wrongful' and thus not a  
8 reasonable alternative.

9 (2) Nobody disputes extra documents exist. However  
10 the "evaluations" are approximately 400 pages – Defendants are intentionally  
11 cherry-picking. The First Amended Complaint references them specifically as part  
12 of the whole. As to Defendants' decision to include only *part* of the document,  
13 Defendants are doing so particularly to introduce factual inferences outside the  
14 Complaint. Plaintiff offers several alternatives. A) Defendants can include the  
15 entire document referenced which they refuse to do or B) The Court can convert  
16 their *partial* document inclusion as an attempt to turn the case into a Summary  
17 Judgment disposition. In the event Defendants rely on the 'truth' in the document,  
18 their motion to dismiss must be converted to a Summary Judgment document.  
19 Plaintiffs will move for same.

20 b. Contract and Common Law Tort Claims (Fifth Through  
21 Ninth Causes of Action)

22 i. Defendant's Position: Plaintiff's Fifth through Ninth  
23 Causes of Action fail because they are based on two allegedly unwritten contracts.  
24 First, Plaintiff's employment was governed by statute, not contract. *Miller v. State*  
25 *of Cal.*, 18 Cal.3d 808, 813-814 (Cal. 1977). Second, oral contracts with public  
26 entities, such as The Regents, are unenforceable. *Orthopedic Specialists of S. Cal.*  
27 *v. Public Employees' Retirement Sys.*, 228 Cal.App.4th 644, 650-51 (Cal. Ct. App.  
28 2014). Third, Plaintiff does not allege facts sufficient to establish that the

1 employees who allegedly entered into the unwritten contracts with Plaintiff were  
2 authorized to do so on behalf of Defendant. *White v. Davis*, 30 Cal.4th 528, 549  
3 (Cal. 2003).

4 Defendant understands Plaintiff's position to be that The Regents is  
5 authorized to enter into contracts with service providers, and it entered into a  
6 contract with him for his services as well through agents with apparent authority.  
7 Further, that Government Code § 815.2 allows him to sue The Regents for any act  
8 wrongful taken by any UCLA employee.

9 Plaintiff's Position: The Regents are authorized to enter into contracts by  
10 California law to which there is no dispute. There is no statement that the contract is  
11 oral, but rather an express contract with authority. Flawed express contracts can be  
12 perfected against the Regents.

13 ii. Defendant's Position: Plaintiff's Seventh, Eighth, and  
14 Ninth Causes of Action fail because Defendant is immune from common law claims  
15 as a matter of law. Cal. Govt. Code §§ 815(a), 818.8; *In re Groundwater Cases*, 154  
16 Cal.App.4th 659, 688 (Cal. Ct. App. 2007).

17 With respect to the Seventh Cause of Action, Defendant understands Plaintiff  
18 will take the position that there is a public interest exception to The Regents  
19 immunity from suit in misrepresentation actions. As he explained it, only a small  
20 part of his contract claims relate to his employment. Primarily, his contract  
21 argument is that UCLA enticed him to provide social services but did not "pay" him  
22 for those services with the opportunity to teach more. Defendant requested Plaintiff  
23 provide authorities for this position.

24 iii. Plaintiff's Response: Eg. 201 Cal. App. 3d 859.  
25 Defendant does not represent the allegations in the Complaint correctly, but the  
26 exception is what is at issue.

27 iv. Defendant's Position: Plaintiff's Eighth Cause of Action  
28 additionally fails because California does not recognize equitable estoppel as a

1 standalone cause of action. Defendant provided Plaintiff with citations to *Moncada*  
2 *v. West Coast Quartz Corp.*, 221 Cal. App. 4th 768, 782 (Cal. Ct. App. 2013) (citing  
3 *Behnke v. St. Farm Gen. Ins. Co.*, 196 Cal.App.4th 1443)) for this premise.

4 Defendant understands Plaintiff's position to be that caselaw contradicting  
5 this premise has been published since 2013. Defendant requested Plaintiff provide  
6 any citations of which he was aware.

7 v. Plaintiff's Response: The California Supreme Court  
8 understands estoppel as an equitable remedy in the alternative, which is plead in the  
9 Complaint. E.g. 2 Cal 5<sup>th</sup> 648. Defendants did not produce caselaw to advance their  
10 "standalone" claim until a few hours before the deadline for Plaintiff to determine if  
11 it is functionally applicable to the FAC. Plaintiff will continue to research the  
12 matter.

13 vi. Defendant's Position: Plaintiff's Ninth Cause of Action  
14 additionally fails because public entities are immune from claims based on quasi-  
15 contract theories, such as unjust enrichment. *Katsura v. City of San Buenaventura*,  
16 155 Cal.App.4th 104, 109-10 (Cal. Ct. App. 2007); *Doe v. Regents of the Univ. of*  
17 *Cal.*, 672 F.Supp.3d 813, 822 (N.D. Cal. 2023) (a "plaintiff cannot sustain a claim  
18 against UC Regents for unjust enrichment" as a matter of law).

19 vii. Plaintiff's Response: Federal caselaw does not control  
20 California equitable redress or restitution claims. *Katsura* does not address a similar  
21 contract claim as here.

22 5. The Parties were unable to resolve their differences as the First through  
23 Ninth Causes of Action, for the reasons set forth by Plaintiff and Defendant.

24 6. The Parties were able to agree on a request that the Court stay the Rule  
25 26(f) conference pending resolution of Defendant's Motion to Dismiss. Defendant  
26 agreed to draft a joint stipulation to this effect.

1 Dated: May 12, 2025

QUARLES & BRADY LLP

2  
3 By: /s/ Matthew W. Burris

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7  
8 Dated: May 12, 2025

9  
10 By: /s/ Edward "Coach" Weinhaus

11 EDWARD "COACH" WEINHAUS

12 Plaintiff in *Pro Per*  
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